

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

MTGLQ INVESTORS, L.P., A Delaware
Limited Partnership

Plaintiff,

v.

ALAMEDA CHEMICAL & SCIENTIFIC,
INC., A CALIFORNIA CORPORATION;
ALAMEDA CHEMICAL & SCIENTIFIC OF
ARIZONA, INC., A CALIFORNIA
CORPORATION; ALAMEDA CHEMICAL &
SCIENTIFIC OF IDAHO, INC., A
CALIFORNIA CORPORATION; ALAMEDA
CHEMICAL & SCIENTIFIC OF SOUTHERN
CALIFORNIA, INC., A CALIFORNIA
CORPORATION; HIGH TECHNOLOGY
PACKAGING, INC., A CALIFORNIA
CORPORATION; MILLER LAND, CATTLE
& WINE #2 LIMITED LIABILITY
COMPANY, A CALIFORNIA LIMITED
LIABILITY COMPANY; MILLER LAND,
CATTLE & WINE #3 LIMITED LIABILITY
COMPANY, A CALIFORNIA LIMITED
LIABILITY COMPANY; MILLER LAND,
CATTLE & WINE #4 LIMITED LIABILITY
COMPANY, A CALIFORNIA LIMITED
LIABILITY COMPANY; RONALD F.
MILLER, INDIVIDUALLY; and L. ELAINE
MILLER, INDIVIDUALLY,

Defendants.

Case No. 09-04270 EDL

**ORDER AUTHORIZING THE SALE OF
CERTAIN PROPERTY OF THE
RECEIVERSHIP ESTATE AND
APPROVING A CERTAIN ASSET SALE
AGREEMENT ENTERED INTO BY THE
RECEIVER**

1 On January 18, 2011, Kyle Everett ("Receiver"), the receiver in the above-entitled action,
2 petitioned this Court for an order (1) authorizing the sale of the Sale Assets described below and
3 (2) approving the terms of that certain Purchase and Sale Agreement relating to the sale of
4 property located at 7071 W. Frye Road, Chandler, Arizona.

5 Appearances at the hearing are as noted in the record. Having considered the Motion and
6 all related and supplemental pleadings, any opposition thereto, and the arguments of counsel,

7 **THE COURT FINDS THAT:**

8 A. Notice of the Motion was proper and adequate.

9 B. The Buyer described below has acted in good faith and is entitled to the protections
10 of 28 U.S.C. §§ 2001 and 2004.

11 Based on the foregoing and the findings and conclusions stated orally in the record, and
12 good cause appearing therefore,

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Notice of the Motion and the hearing thereon, including, but not limited to, the
15 Receiver's publication of the notice, is approved as proper and adequate under the circumstances.

16 **SALE OF ASSETS APPROVED:**

17 2. The Motion is granted and the assets to be sold are that certain real property located
18 at 7071 W. Frye Road, Chandler, Arizona, together with the buildings and improvements located
19 thereon and the rights and appurtenances pertaining thereto and all personal property including
20 machinery, equipment, fixtures, furniture, vehicles and other personal property, if any, located
21 thereon and owned by the corporate defendants (collectively, the "Chandler Facility").

22 3. The Receiver is authorized to sell the Chandler Facility to ArmorWorks
23 Enterprises, LLC ("Armor") pursuant to the terms of the Purchase and Sale Agreement and Joint
24 Escrow Instructions (the "Chandler PSA") entered into by and between Armor and the Receiver
25 dated October 25, 2010. The terms of the Chandler PSA are hereby approved.

26 4. The Receiver may assent to non-material changes to the Chandler PSA without
27 further order of the Court. In addition, the Receiver is authorized to sign, on behalf of the
28 Corporate Defendants (as that term is defined in the Sale Motion) any amendments to the

1 Chandler PSA that may be necessary to ensure that the title holder to the personal property
2 covered by the Chandler PSA is a party to it.

3 5. Terms not otherwise defined in this Order shall have the meanings ascribed to them
4 in the Chandler PSA.

5 **SALE PROCEDURE APPROVED:**

6 6. The Receiver is authorized to sell the Chandler Facility through a private sale
7 pursuant to 28 U.S.C. § 2001(b).

8 7. The Court finds that the proposed sale complies with 28 U.S.C. § 2001(b)

9 8. The Chandler Facility is to be sold "as is" with the Receiver making no
10 representations or warranties, express or implied, at law or in equity, with respect to the title,
11 condition of assets, value of assets, or any other representations or warranties other than those
12 contained in the Chandler PSA.

13 9. The Chandler Facility shall be deemed sold free and clear of liens, with the liens, if
14 any, attaching to the proceeds of the sale.

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16 Dated: _January 18, 2011

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19 ELIZABETH D. LAPORTE
20 UNITED STATES MAGISTRATE JUDGE
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